

**CITY OF SOMERVILLE MASSACHUSETTS
SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE MA. 02143
BIDDING INSTRUCTIONS FOR
FIRE EXTINGUISHER SERVICING**

Bid No. IFB 14-84

Enclosed you will find an invitation to bid for: The installation, servicing and replacement of fire extinguishers and the annual inspection of fire extinguisher systems in all schools and city owned buildings. **Contract is for 3 years, from 6/1/2014 through 5/31/2017.**

When submitting bid, please identify the bid item and number clearly. All bids must be sealed and delivered to Purchasing Department, City of Somerville, 93 Highland Ave., Somerville, MA 02143. Please mark the outside of all bid envelopes with the Bid number above and write "Fire Extinguishers" on the bid envelope.

BIDS SUBMITTED MUST BE AN ORIGINAL.

The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided.

- 1) "Notice to Bidders" signed by person submitting bid.
- 2) "Signature Form" complete when submitting your bid.
- 3) Tax Compliance/Non Collusion Form
- 4) Certificate of Signature Authority
- 5) Somerville Living Wage Form
- 6) Quality Requirements
- 7) Bid Pricing Page

NOTE: If Vendor is incorporated an updated "CERTIFICATE OF GOOD STANDING" from the Commonwealth of Massachusetts will be needed for the awarded vendor only.

Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

Your cooperation is greatly appreciated.

NOTICE TO BIDDERS

BID #14-84

All bids must be in accordance with terms and conditions set forth herein as stated.

- SECTION A. Sealed bids for: **Fire Extinguisher Servicing from 06-01-2014 to 05-31-2017, (3 year contract)** The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than **Tuesday May 20, 2014 at 11:00 A.M.** at which time and place they will be publicly opened and read.
- SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **Monday, May 5, 2014.**
- SECTION C. Bid envelopes shall be clearly marked as follows: **"Bid No: 14-84 Bid for Fire Extinguishers"**
- SECTION D. If **awarded** vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
- SECTION E. **INSURANCE: Awarded Vendor** must comply with insurance requirements as stated in the bid package.
- SECTION F. Living Wage - see specifications
- SECTION G. The requirements in Section **E or F** will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
- SECTION H. The Purchasing Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
- SECTION I. The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within ten (10) working days of receipt of contract.

Signature: _____

Company: _____

By: _____ Title: _____

Date: _____ Tel. No: _____ Fax: _____

City of Somerville

Invitation for Bids for

Fire Extinguisher Servicing Bid No. 14-84

I. General Information and Bid Submission Requirements

Bid Delivery

All bids must be delivered to City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143.

Bids must be delivered by **11:00 A.M. on Tuesday, May 20, 2014.**

1 copy of the bid should be submitted. Bids must be sealed and marked as follows: Bid for **"Fire Extinguishers, Bid No. 14-84"**.

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this IFB.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

Bonding Requirements

N/A

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB. No changes may be made to the bid documents, by the Bidders; without written authorization and/or an addendum from the Purchasing Department.

Questions about the IFB

Questions concerning this invitation for bids must be submitted in writing to: **Orazio DeLuca** City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 4:30 P.M. on Tuesday, May 13, 2014**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to **odeluca@somervillema.gov**. Written responses will be mailed or faxed to all bidders on record as having picked up the IFB.

If any bidders or proposers contact anyone outside of Purchasing regarding this bid/proposal, the bidder/proposer will be disqualified from the bidding process.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Right to Cancel/Reject Bids

The City of Somerville may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

II. Purchase Description/Scope of Services

Contract Term Length and Renewal Options

The contract will remain in effect for **three (3) years from June 1, 2014 through May 31, 2017.**

Contract Value

The City of Somerville estimates the contract value to be between \$2,000 and \$50,000.00 annually. This is just an estimate and does not guarantee the maximum amount.

Price Submission

All prices must contain a unit rate, if applicable and a total contract price as requested on the bid price form in this IFB.

Estimated Quantities

The City of Somerville has provided estimated quantities for item over the course of the next three years. These estimates are estimates only and not guaranteed.

Brand Name "Or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. Samples may be requested before a final decision is made. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Warranty

The bidder warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.

The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.

The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

Performance Standards

The vendor selected must be able to meet the performance requirements as detailed in the specifications. The vendor must be certified by the Commonwealth of Massachusetts. Each individual performing services to the City of Somerville must be certified and possess a current "Certificate of Registration" from the Fire Marshall's Office.

Delivery Terms

The response time for other than routine maintenance shall be within 24 hours. Emergency response time shall be four (4) hours or less

All prices must be F.O.B. Somerville, freight prepaid.

Description of Services

Invoicing

Vendor will mail an invoice to the ordering department after completion and delivery of the order.

Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the specifications provided herein.

Laws and Regulations

The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

Sales Tax Exemption

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The City will furnish the successful bidder with its sales tax exemption number.

References

Please include on a separate sheet a minimum of three references for whom similar maintenance service has been provided. Include contact person and telephone number along with company name and address.

SCOPE OF SERVICES

SERVICING OF FIRE EXTINGUISHER AND FIRE EXTINGUISHER SYSTEMS IN THE CITY OF SOMERVILLE

It is the intent of these specifications to describe the service requirements for the installation, servicing and replacement of fire extinguishers and the annual inspection of fire extinguisher systems in all schools and city owned buildings. A contract will be awarded to the successful bidder, for three (3) years, from 6/1/2014 through 5/31/2017.

SPECIFICATIONS

Vendor Qualifications:

1. Vendor shall possess a current "Certificate of Registration" in compliance with 527 CMR 23.00: Board of Fire Prevention Regulations from the Fire Marshal's Office.
2. Vendor shall possess Certificates of Registration in the following categories:
 - a. Type A – Servicing portable fire extinguishers.
 - b. Type C – Servicing pre-engineered fixed fire extinguishing systems.
 - c. Type D – Hydrostatic testing of fire extinguishers manufactured in accordance with the specifications and procedures outlined by the Fire Marshal's Office.

Awarded vendor must provide copies of certificates prior to execution of contract.

3. Vendor's personnel engaged in the servicing of portable fire extinguishers, pre-engineered fixed fire extinguishing systems, or in the performing of hydrostatic testing, must have a Certificate of Competency issued by the Fire Marshal for the appropriate category of unit or system being serviced.

Service

- 1a. Awarded vendor will conduct an annual check of all portable fire extinguishers and a semi-annual check of fire extinguishing systems in all schools and city owned buildings. The annual check for portable fire extinguishers is to be coordinated for schools through the Office of the Superintendent of Schools and for City owned buildings through the Superintendent of Buildings and Grounds. The annual check and all services rendered under this contract are to be performed in compliance with NFPA #10 as per State Building Code CMR 780 Appendix A. Invoicing for annual check and all services shall be on a unit cost basis per type and size as provided on proposal pages. School Departments and City Building and Grounds Department are to be invoiced separately for services rendered.

- 1b. The annual check shall include but not be limited to:
 - a. Weighing
 - b. Resealing
 - c. Checking wall bracket
 - d. Review of extinguisher type for the purpose or hazard involved.
 - e. Replacement of outdated or damaged portable extinguishers.
- 2a. Semi-annual inspections of fire extinguisher systems to be performed in compliance with NFPA #10. The inspection shall include replacement of fuseable links, per NFPA #10.
- 2b. Semi-annual inspections of fire extinguisher systems at the Lincoln Park Community School which has a Kiddie 25 lb Dry Chemical System and at the Somerville High School Cafeteria which has an Ansul R 102 Dual Tank Liquid System are to be coordinated through the School Foodservices Department Director, Jeanne Irwin. Invoices for servicing these systems are to be sent to:

School Foodservices Department Office
Attn: Director
42 Cross Street
Somerville, MA 02145
- 2c. Semi-annual inspections of the fire extinguisher system at the Culinary Arts Department, Somerville High School which has an Ansul R 102 Dual Tank Liquid System is to be coordinated through the Culinary Arts Director, Mr. David Ginivisian. Invoices for servicing this system are to be sent to:

Culinary Arts Department
Attn: Director
Somerville High School
81 Highland Avenue
Somerville, MA 02142
3. Vendor will provide 24 hour service on recharging portable extinguisher units and provide a replacement unit (one for one temporary exchange) if a portable extinguisher is to be removed from any building for refilling or testing purposes.
4. Vendor will replace portable extinguisher units if maintenance costs exceed the price of a replacement unit, with the approval of the appropriate department director.
5. Vendor Personnel providing service must indicate date of service on initial extinguisher tags.
6. Upon completion of a service, vendor personnel must acquire signature of building custodian where service was rendered.

7. Vendor will make recommendations of installation of new portable fire extinguishers in school and city buildings. Upon approval by the department head, the vendor can install the new units.
8. Types of extinguishers found in the City of Somerville:
 - a. CO 2
 - b. Dry Chemical
 - c. Halon
 - d. Water

Requirements:

1. Vendor must submit detailed invoice: indicating what service was provided, the department, the building location, detail which fire extinguisher(s) or systems were serviced and identify the unit pricing with the proposal pricing page.
2. Vendor must submit with invoice, a service slip with signature of custodian of building where service was rendered.
3. All unserviceable extinguishers shall be turned over to the respective building custodian, and a replacement unit installed.
4. The City of Somerville reserves the right to add or delete fire extinguishers, or fire extinguisher systems, under the terms of this specification.
5. Within 60 days of the contract execution, awarded vendor must file with the School Department for school buildings and the City's Buildings and Grounds Department, a comprehensive written report listing by schools and buildings the following:
 - a. Type of fire extinguisher
 - b. Location
 - c. Due date of hydrostatic test
 - d. Recommendations of fire extinguisher replacements, due to being outdated or damaged.
 - e. Recommendations relative to extinguisher placement and suitability of type for intended use.

This inventory/report to be coordinated through the Superintendent's Office for Schools and the Buildings and Grounds Superintendent for City Buildings. Listing of City Buildings and Schools is attached.

The City reserves the right to add or delete buildings for service(s) under these specifications.

Facility Inspection:

The City reserves the right to inspect the vendor's facilities.

Hydrostatic Test:

The vendor shall hydrostatically test all extinguishers where extinguisher, name place, label etc. indicates a test is needed to comply with the NFPA #10 requirements.

NFPA Hydrostatic Test requirements are:

CO 2	- 5 Years
Dry Chemical	- 6 Year maintenance and 12 Years
Halon	- 6 Year maintenance and 12 Years
Water	- 5 Years

Award

The award of this bid will be made to the vendor offering the lowest aggregate cost on proposal pages items 1-5, for the three years of the contract.

Contract Value

The minimum contract value of this contract is \$2,000 and the maximum estimated value is \$50,000. The city, however, does not guarantee the minimum or maximum values.

LIST OF FIRE EXTINGUISHERS

LIST OF BUILDINGS

	<u>LOCATION</u>	<u>TYPE OF EQUIPMENT</u>
<u>Public Buildings</u>		
City Hall	93 Highland Avenue	
Basement		2 ABC
M.I.S.		1 ABC
1 st floor		1 ABC
2 nd floor		2 ABC
3 rd floor		2 ABC
Computer Room		1 Halogen
City Hall Annex	50 Evergreen Avenue	
1 st floor		2 ABC
2 nd floor		1 ABC; 1 ABC missing
Central Library	79 Highland Avenue	1 ABC; 1 BC Basement; 4 ABC 1 st floor; 2 ABC 2 nd floor; 2 ABC 3 rd floor
Community Youth Service	1 Powderhouse Square	1 ABC 1 st floor; 1 ABC basemnt
Council on Aging/ TAB Building	167 Holland Street	
Cross Street Elderly Center	165 Broadway	2 water; 1 BC; 1 ABC 1 st floor
Department of Public Works	One Franey Road	
Boiler Room		1 ABC
Basement		1 ABC
1 st Floor		1 A; 1 Soda Acid
2 nd floor		1 A
Highway Shop		2 CO 2
Highway Garage		6 BC; 1 ABC
Parks Dept.		2 ABC
Sewer Dept.		1 Soda Acid; 2 BC
Water Dept.		1 Soda Acid
East Branch Library	115 Broadway	2 ABC 1 st floor
Police Department/ (Public Safety Building)	220 Washington Street	1 ABC 1 st floor; 2 ABC 2 nd floor
Civil Defense		2 ABC
Garage		5 ABC
Range		1 ABC
Recreation Commission	19 Walnut Street	
Basement		2 water; 1 BC
2 nd floor		2 ABC

LIST OF BUILDINGS

	<u>LOCATION</u>	<u>TYPE OF EQUIPMENT</u>
<u>Public Buildings</u>		
SCAT Building	90 Union Square	
Traffic & Parking	133 Holland Avenue	2 A 1 st floor
Vernon Street Garage	55 Vernon Street	
Vietnam Veterans	Bow Street	
West Branch Library	40 College Avenue	2 ABC Basemnt; 2 ABC 1 st flr; 2 ABC 2 nd floor
<u>Schools</u>		
Brown School	201 Willow Avenue	
Capuano Early Childhood	150 Glen Street	
Cummings School	93 School Street	
Edgerly Education Center	8 Bonair Street	
Healey School	5 Meacham Street	
Kennedy School	85 Elm Street	
Argenziano School	290 Washington St.	
Somerville High School	81 Highland Avenue	
Somerville Vocational H.S.	61 Highland Avenue	
Winter Hill Community	115 Sycamore Street	
West Somerville Comm.	177 Powderhouse	
<u>Fire Stations</u>		
Central Fire Station	220 Washington St.	2 ABC 2 nd floor; 2 BC Fire Alarm, 1 st floor 1 ABC missing, 2 nd floor kitchen
Highland Avenue Station	265 Highland Avenue	
Lowell Street Station	651 Somerville Avenue	
Reilly-Brickley Station #1	266 Broadway	
Teele Square Station #6	6 Newbury Street	2 ABC 2 nd floor

Somerville Public Schools Locations

Albert F. Argenziano School
@ Lincoln Park
290 Washington Street
Somerville, MA 02143
Barbara O'Brien, Principal
Ext. 6680

Benjamin G. Brown School
201 Willow Avenue
Somerville, MA 02144
Kathleen Seward, Principal
Ext. 6400

Michael E. Capuano
Early Education Center
150 Glen Street
Somerville, MA 02145
Pamela Holmes, Principal
Ext. 3600

East Somerville Community School
@Edgerly (Grades 1-4)
8 Bonair Street
Somerville, MA 02145
Holly Hatch, Principal
Ext. 6500

East Somerville Community School
@Cummings (Grades 5-8)
42 Prescott Street
Somerville, MA 02143
Holly Hatch, Principal
Ext. 6425

Arthur D. Healey School
5 Meacham Street
Somerville, MA 02145
Jason DeFalco, Principal
Ext. 6530

John F. Kennedy School
5 Cherry Street
Somerville, MA 02144
Dr. Anne Foley, Principal
Ext. 6600

West Somerville Neighborhood School
177 Powder House Boulevard
Somerville, MA 02144
Thelma Davis, Principal
Ext. 6440

Winter Hill Community School
115 Sycamore Street
Somerville, MA 02145
Steve Tuccelli, Principal
Ext. 6750

Culinary Arts Program
Somerville High School
81 Highland Avenue
Somerville, MA 02143
David Ginivisian, Director
Ext. 6232

The main telephone number to reach all the schools is **617-625-6600**.

V. Rule for Award

One contract will be awarded to the responsive and responsible bidder offering the lowest total price, and guaranteeing requested services.

VI. Bid Pricing Sheet

RECHARGING OF FIRE EXTINGUISHERS:

Please quote on the following items. Prices are to include delivery, fuel charges, and all other charges related to the products listed below. Prices are to remain the same for the entire contract term (including optional renewals).

All bidders must provide a unit price, for each item listed on the attached bid pricing sheet.

All bid prices must remain firm for sixty (60) days, until a contract is awarded.

Contract Award:

A contract will be awarded to the lowest responsive and responsible vendor offering the best total price for all items.

1. Co2 – 5, 10 and 15 lb. Extinguishers:	
	6/1/2014 to 5/31/2017
Unit price for any 5 lb.	
Inspect	
Weighing	
Refilling	
Hyd. Test	
Replacement	
Unit price for any 10 lb.	
Inspect	
Weighing	
Refilling	
Hyd. Test	
Replacement	
Unit price for any 15 lb.	
Inspect	
Weighing	
Refilling	
Hyd. Test	
Replacement	
Total:	

2. Dry Chemical – 5, 10 and 20 lb. Extinguishers:	
	6/1/2014 to 5/31/2017
Unit price for any 5 lb.	
Inspect/ Weigh	
Refilling	
Hydrostatic Test	
Replacement	
6 year Maintenance	
Unit price for any 10 lb.	
Inspect/ Weigh	
Refilling	
Hydrostatic Test	
Replacement	
6 year Maintenance	
Unit price for any 20 lb.	
Inspect/ Weigh	
Refilling	
Hydrostatic Test	
Replacement	
6 year Maintenance	
Total:	

3. Recharge 2 ½ gallon pressurized water extinguishers:	
	6/1/2014 to 5/31/2017
Unit price to recharge.	
Unit price for inspecting and weighing.	
5 year hydrostatic test.	
Replacement	
Total:	

4. Halon – 5, 9 and 13 lb. Extinguishers:	
	6/1/2014 to 5/31/2017
Unit price for any 5 lb.	
Inspect/ Weigh	
Refilling	
Hydrostatic Test	
Replacement	
6 year Maintenance	
Unit price for any 10 lb.	
Inspect/ Weigh	
Refilling	
Hydrostatic Test	
Replacement	
6 year Maintenance	
Unit price for any 20 lb.	
Inspect/ Weigh	
Refilling	
Hydrostatic Test	
Replacement	
6 year Maintenance	
Total:	

FIRE EXTINGUISHER SYSTEMS

The vendor is to bid on the cost of each semi-annual inspection. Bid cost to include replacement of fuseable links as per NPFA #10.

5. Fire Extinguisher Systems:	
	6/1/2014 to 5/31/2017
Somerville High School Cafeteria Ansul R 102 Dual Tank System	
Unit price for inspecting and weighing.	
5 year hydrostatic test.	
Replacement	
Total:	

PARTS AND SUPPLIES

Parts will be sold to the City of Somerville as follows:

Parts:	6/1/2014 to 5/31/2017
List Price - _____ % discount off current Manufacturers' price	
list(s) = Net Price	

Supplies: such as Fire Blankets with case or without, first aid kits, fire extinguisher cabinets, etc. will be sold to the City of Somerville as follows:

Supplies:	6/1/2014 to 5/31/2017
List Price - _____ % discount off current Manufacturers' price	
list(s) = Net Price	

Totals – Section:	6/1/2014 to 5/31/2017
1. Co2 - 5, 10 and 15 lb. Extinguishers	
2. Dry Chemical – 5, 10 and 15 lb. Extinguishers	
3. Recharge 2 ½ Gallon pressurized water extinguishers	
4. Halon - 5, 9 and 13 lb. Extinguishers	
5. Fire Extinguisher Systems	
Total:	

Contract Award:

The contract will be awarded to the lowest responsive and responsible vendor offering the best price.

Signature & Title of Person Submitting Bid: _____

Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

E-Mail: _____ Date: _____

ADDENDA #1 _____ #2 _____ #3 _____ #4 _____ ACKNOWLEDGED
Failure to acknowledge receipt of addenda may result in your bid being rejected.

III. Quality Requirements

Please respond to the following questions. A negative response to any of the following questions will automatically disqualify the vendor:

	Yes	No
Does the Vendor have five (5) or more years of experience in providing Fire Extinguisher Services?		
Does the Vendor currently possess a current "Certificate of Registration" in compliance with 527 CMR 23.00 Board of Fire Prevention Regulations from the Fire Marshal's Office?		
Does the Vendor possess Certificates of Registration in the following Categories: Type A, Type B & Type C as detailed in the specifications? Will the Vendor be able to provide these certificates upon execution of the contract?		
Can the Vendor provide Certificates of Competency for personnel engaged in the servicing of portable fire extinguishers, as requested in the specifications?		
Is the Vendor able to provide 24-hour service on recharging portable extinguisher units and provide a replacement unit (one for one temporary exchange), if a portable extinguisher is to be removed from any building for refilling and testing purposes?		
Is the Vendor able to provide an Inventory/Report, as detailed in the specifications for all City Buildings and Schools within 60 days after contract execution?		
Optional: Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

IV. References
REFERENCE FORM

Bidder: _____

IFB Title: 14-84 Fire Extinguisher

Bidder must provide references for: **Three Similar Sized Municipalities**

Reference: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Description and date(s) of supplies or services provided: _____

CERTIFICATE IN GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE IN GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate in Good Standing”**.

If you require information on how to obtain the “Certificate in Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates in Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,
Purchasing Director

TERMS AND CONDITIONS

1. FREIGHT ON BOARD (F.O.B.)
All prices are to be firm, F.O.B. delivered destination (Somerville), to the address specified on the "Notice to Bidders" (Form #2) or any other department location doing business for the City of Somerville in need of such services.
2. UNIT PRICE
In case of error in extension of prices quoted herein, the unit price will govern.
3. PRICE REDUCTION
It is understood and agreed that should any price reductions occur between the opening of this bid and completion of this delivery, the benefit of all such reductions will be extended.
4. CANCELLATION OF BID
To withdraw, cancel, correct or modify a bid at any time prior to the bid opening date, a bidder must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted.
5. SAMPLES
The qualified low bidder will be required to submit samples upon request of the Purchasing Director. Acceptable samples will be a determining factor in the vendor selection process.
6. FINANCIAL AND OPERATIONAL INFORMATION
By submitting a bid, the bidder authorizes the City of Somerville to contact any and all parties referenced by the bidder regarding financial and operational information.
7. PAYMENT
The City of Somerville shall make no payment for a supply or service rendered prior to the execution of this contract.
8. DOCUMENTATION
Please find attached exhibit copies of contract forms which the successful bidder will be required to sign.
10. EXTENSION OF CONTRACT
The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

CITY OF SOMERVILLE

SIGNATURE FORM

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

DATE: _____ EMAIL: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL
AGREEMENT IF DIFFERS FROM ABOVE: _____.

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A
POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: _____ TITLE: _____

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (check one) a ☐ Manager or by its ☐ Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:** _____

Printed Name: _____

Printed Title: _____

Date: _____



**Certificate of Authority
(Corporations Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be *on or before* Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be *on or after* Date Officer Signed Contract/Bonds)

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 06/27/13



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2013 "Living Wage" shall be deemed to be an hourly wage of no less than **\$11.89** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 06/27/13

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 06/27/13

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2013 is \$11.89 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE
MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN

Signature

Printed Name of Person signing

Company

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344
www.somervillema.gov



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

I. Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

Certificate Should Be Made Out To:

City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

Appendix A

Sample Contract

CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE ACTING THROUGH
THE PURCHASING DEPARTMENT
AND
VENDOR NAME

Contract No.: _____

Contract Amount: \$ _____

P.O. No.:

P.O. Amount: \$ _____

Bid No.:

Contract Period: Start date to End Date

Contract For: Goods and/or Supplies Furnished

Vendor: Vendor Name
Address
City, State, Zip Code
Phone #

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

**SUPPLY AND SERVICES CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND
VENDOR NAME
ADDRESS
CITY, STATE, ZIP CODE
PHONE #**

This Contract made this 21st day of May 25, 2004, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and Vendor Name (hereinafter, the "Vendor").

WHEREAS, the City seeks the following supplies/services: _____;

(hereinafter, the "supplies/services"); and

WHEREAS, the City has followed an formal sealed bid procedure to solicit competition pursuant to G.L. c. 30B, §5, (See Appendix A – Notice to Bidders/Copy of Ad attached and made a part hereto); and

WHEREAS, the Vendor was found to be the lowest responsive and responsible Vendor (See Appendix B – Proposal Page attached and made a part hereto); and

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

The Vendor shall provide the Services and/or Supplies described in **Appendix C**, Scope of Services/Specifications, attached and made part hereof.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.
3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

B. Delivery (Applicable to Supplies Only).

1. The Supplies are to be delivered F.O.B. to:
2. If this Contract is for Supplies, the City may at its sole discretion amend this Contract for a maximum of twenty five percent (25%) of the original Contract amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal. (Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

1. In case of an error in extension prices quoted herein, the unit price will govern.
2. The Supplies and the unit price for the Supplies are listed in **Appendix B**, attached and made a part hereto.

B. Payments.

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$ for Services rendered and/or Supplies

received as specified in **Appendix C**.

2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.
3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.
4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

C. Invoicing.

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.
2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or
5. The Vendor becomes the defendant in a levy of an attachment or

execution, or a debtor in an assignment for the benefit of creditors; or

6. The Vendor is involved in a winding up or dissolution of its corporate structure; or

7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:

- (I) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,
 - (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control,
 - (iii) failure to perform this Contract in a manner reasonably satisfactory to the City,
 - (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory,
 - (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control,
 - (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or
8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default. If the Vendor

fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

C. Termination For Convenience.

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.

2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City:

1. Cease performance upon the stated termination date;
2. Surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and
3. Return all tools, equipment, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

E. Rights and Remedies.

1. The City shall have the right to:
 - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
 - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
 - c) sue for specific performance or money damages or both, including

reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and

- d) pursue remedies under any bond provided; and
- e) pursue such other local, state and federal actions and remedies as may be available to the City.

2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.

3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.

4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in **Appendix D** attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring ninety (90) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

ARTICLE VI. GENERAL PROVISIONS

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and

understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

- C. **Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. **Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.
- E. **Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. **Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. **Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. **Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. **Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race,

color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.
- K. Notice.** The parties shall give notice in writing by one of the following methods:
- (i) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,
1. To the Vendor at the address set forth herein or the following
Fax Number: _____
2. To the City addressed to:
Name: Purchasing Director
Address: Somerville City Hall
93 Highland Avenue
Somerville, MA 02143
Fax No.: 1-617-625-1344
- with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.
- Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.
- L. Captions.** The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.
- M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:
- Appendix A – Notice to Proposers/Copy of Advertisement
Appendix B – Price Proposal Page
Appendix C – Scope of Services

Appendix D – Insurance

Appendix E – Additional Terms & Conditions

Appendix F – Somerville Living Wage Ordinance

The above-described appendices are, by this clause, made an integral part of this Contract.

The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: Corporation, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: President (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: # [REDACTED]. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).
- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

- A.** The Vendor warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.
- B.** The Vendor guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any

additional cost accrued by the City due to the defective or inferior Supplies.

- C. The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix _____.

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix E**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

I hereby certify that the total contract amount is \$_____, and that an unencumbered balance of \$_____ is available for the first fiscal year of this contract. I further certify that a sum of \$_____ is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Rositha Durham
Purchasing Director

Department Head

APPROVED AS TO FORM:

John Gannon
City Solicitor

VENDOR

Vendor Name

X_____
Signature of Authorized Agent

Printed Name of Authorized Agent of

Title of Authorized Agent of Vendor

Street Address of Vendor

City, State and Zip

Tax ID #

FOR CORPORATIONS ONLY:

I certify that the individual signing on behalf of the corporation has the authority to bind the corporation.

Clerk's Signature

Print or Type Clerk's Name